

**INDUSTRY CODE OF CONDUCT**

**OF**

**THE VACATION OWNERSHIP ASSOCIATION**  
**OF SOUTH AFRICA**

**("VOASA")**

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## CHAPTER 1

### INTRODUCTION, INTERPRETATION AND APPLICATION OF THE CODE

#### 1. PREAMBLE AND PURPOSE OF THE CODE

- 1.1 VOASA is a trade organization with the objective to facilitate collaboration between stakeholders and regulators and by participating in public relations activities such as advertising, education, publishing, lobbying and other matters of mutual interest to the industry at large.
- 1.2 VOASA plays a strategic role in addressing a range of common issues relating to the Vacation Ownership Industry and fulfils its role by proactively engaging with key stakeholders and by:
  - 1.2.1 Providing for an efficient, transparent and fair system of administration;
  - 1.2.2 Formulating guidelines, as required, for industry best practice;
  - 1.2.3 Providing for a fair and impartial complaints facilitation process between Members and Consumers and to advise Members and / or Consumers on appropriate remedies if unresolved.
- 1.3 VOASA Members are committed to the highest standard of ethics and undertake to comply with this Code and to:
  - 1.3.1 Protect the interest of consumers by implementing standards of practice based on the principles of fairness, honesty and accountability and that their actions and processes are in keeping with the law;
  - 1.3.2 Foster and maintain enhanced levels of consumer service and commit to an effective system of internal dispute resolution;
  - 1.3.3 Provide for controlled access to member information;
  - 1.3.4 Promote competition in the Vacation Ownership marketplace;
  - 1.3.5 Apply the best practice guidelines on an “apply or explain” basis;
  - 1.3.6 Take responsibility for its actions and to rectify any wrongdoing in a fair and equitable manner.
- 1.4 This Code prescribes the minimum standards for Member conduct but is not a substitute for laws or regulations when they are more stringent than the Code. The Code is not intended to be in conflict with applicable laws or regulations and where more stringent law applies it must be followed; however, it is intended that the Code applies to Member conduct when more stringent than applicable law or in the absence of laws or regulations.

#### 2. APPLICABILITY

- 2.1 The Code is binding on all VOASA members.
- 2.2 The Code is further binding on the conduct of suppliers, agents and affiliates of Members operating within the Shared Vacation Ownership space and Members must ensure that their suppliers, agents and affiliates are aware of any responsibilities in terms of the Code and Members are responsible to monitor compliance.

#### 3. AMENDMENTS TO THE CODE AND REVIEW

- 3.1 The code can be amended by:
  - 3.1.1 Special resolution at a general meeting of the Members and in accordance with the provisions of the Memorandum of Incorporation of the Company;
  - 3.1.2 By the Board Directors in terms of a board resolution in the event that the amendments relate to:
    - 3.1.2.1 the correction of a patent error or spelling, punctuation, reference, grammar or similar defect on the face of the document; or
    - 3.1.2.2 if the amendments are made to align the code with legislation or a directive by a statutory regulator and where the directive has a direct impact on the conduct or business of the Members of the Association;
  - 3.1.3 The board shall publish any amendment in terms of 3.1.2 by delivering a copy of the proposed amendment to each Member of the Association who will have 7 (seven) days to object against the proposed amendment, but only insofar as the Board exceeded its authority to amend without the passing of a special resolution as provided for in 3.1.1 above;
  - 3.1.4 The amendment to the code will become effective within 7 (seven) days of acceptance in 3.1.1 or 7 (seven) days after the period for objection in 3.1.3 above terminates;
  - 3.1.5 The Board shall cause the code to be reviewed at least every 3 (three) years with the next review being 2024.

#### **4. GENERAL PROVISIONS**

- 4.1 Members shall provide adequate training to staff to ensure that they are aware of their duties in terms of this code and in terms of applicable legislation.
- 4.2 The Association shall communicate with consumers, from time to time, with regards to their access to the dispute resolution processes offered by the Association in terms of this Code.
- 4.3 The Association may publish, from time to time, best practice directives which shall for all intents and purposes be integrated with this code and shall apply on an “apply or explain” basis.
- 4.4 The Association may publish guidelines regarding key issues affecting the industry and how to deal with them. These guidelines shall not be construed as legal advice.

#### **5. INTERPRETATION**

- 5.1. “Acts” means the following acts and their regulations, as amended from time to time:
  - 5.1.1. Share Blocks Control Act 59 of 1980 (SBCA);
  - 5.1.2. Sectional Titles Act 95 of 1983 (STA);
  - 5.1.3. Property Time-Sharing Control Act 75 of 1983 (PTCA);
  - 5.1.4. Consumer Protection Act 68 of 2008 (CPA);
  - 5.1.5. National Credit Act 34 of 2005 (NCA);
  - 5.1.6. Companies Act 71 of 2008 (COA);
  - 5.1.7. Property Practitioners Act 22 of 2019 (PPA);
  - 5.1.8. Protection of Personal Information Act 4 of 2013 (POPI);
  - 5.1.9. Community Schemes Ombud Services Act 9 of 2011 (CSOS);
  - 5.1.10. Consumer Goods and Services Ombud: Code of Conduct<sup>1</sup> (CGSO Code)<sup>1</sup>;
  - 5.1.11. Competition Act 89 of 1998 (CA);
  - 5.1.12. Electronic Communications and Transactions Act 25 of 2002 (ECTA);
  - 5.1.13. Alienation of Land Act 68 of 1981 (ALA);
- 5.2. “Association” means the Vacation Ownership Association of South Africa NPC;
- 5.3. “Board” means the board of directors of the Vacation Ownership Association of South Africa NPC;
- 5.4. “Code” means this Code of Conduct of the Industry together with any documents incorporated by reference;
- 5.5. “Consumer” means any person, including a juristic person or trust to whom shared vacation interest is advertised, marketed, leased or sold in the ordinary course of business and for consideration;
- 5.6. “Day” unless specifically referred to as “Calendar Day” means business days and excludes South African public holidays and the period between 16 December and the first official business day of the following year;
- 5.7. “Direct marketing” means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply, in the ordinary course of business an interest in shared vacation ownership to that person;
- 5.8. “Electronic communication” means any text, voice, sound or image message sent over an electronic communications network which is stored in the recipient’s terminal equipment or is collected by the recipient;
- 5.9. “Industry” means the shared vacation ownership industry which include, but is not necessarily limited to Developers, Sales Agencies, Points Clubs, Share Blocks, or Full Title or Sectional Title properties where rights or property is sold on a time-sharing basis, Exchange Organisations, Holiday Clubs, Time-sharing Rental Organisations; Resale agencies and Share Block and Property Time-Sharing Managing Agents;
- 5.10. “Managing Agent” means the person or legal entity engaged by a developer or a management association, to manage a property time-sharing scheme pursuant to a written management agreement;
- 5.11. “MoI” means the Memorandum of Incorporation of the Vacation Ownership Association of South Africa;
- 5.12. “Member/s” means a member of the Association as set out in article 9 of the Association’s Memorandum of Incorporation, or its employee or agent and references to Member will for purposes of this code be deemed to include a member’s service provider and/or supplier;
- 5.13. “National Consumer Commission” or “NCC” means the National Consumer Commission established in terms of the Consumer Protection Act;
- 5.14. “National Credit Regulator” or “NCR” means the National Credit Regulator as established in terms of the National Credit Act;
- 5.15. “Person” includes a juristic person and a Trust;

<sup>1</sup> Published in Government Gazette 38637 of 30 March 2015.

- 5.16 “Shared Vacation Ownership Agreement” means an agreement relating to the alienation of a shared vacation ownership Interest entered into between a supplier and consumer and includes reference to an “Offer to purchase” “Sale Agreement” “Contract”, “Lease Agreement”, “Use Agreement” “Membership Agreement” and “Sale and Membership Agreement” or any agreement of a similar nature in terms whereof shared vacation ownership is alienated for a period of three years or longer;
- 5.17 “Personal Information” has the meaning ascribed to it in section 1 of the Protection of Personal Information Act;
- 5.18 “Prize” means a reward, gift, free good or service, price reduction or concession, enhancement of quantity or quality of goods or services, or other discounted or free thing;
- 5.19 “Pooling Schemes” means the occupation rights of members of a club/trust where the rights are identified by “points”, or a similar trading currency, value or system;
- 5.20 “Promoter” means a member who directly or indirectly promotes, sponsors, organizes or conducts a promotional competition;
- 5.21 “Promotional competition” means any competition, game, scheme, arrangement, system, plan or device for distributing prizes by lot or chance if:
- 5.21.1 it is conducted in ordinary course of business for the purpose of promoting a producer, distributor, supplier, or association of any such persons, or the sale of any goods or service; and
  - 5.21.2 any prize offered exceeds the threshold prescribed in terms of regulation (11), of the CPA irrespective of whether a participant is required to demonstrate any skill or ability before being awarded a prize;
- 5.22 “Promotional offer” means an offer or promise, expressed in any manner, of any prize, reward, gift, free goods or service, price reduction or concession, enhancement of quantity or quality of goods or services, irrespective of whether or not acceptance of the offer is conditional on the offeree entering into any other transaction;
- 5.23 “Purchaser” has the same meaning as “consumer”;
- 5.24 “Seller” / “Vendor” means a person who alienates or offers to alienate a shared vacation ownership interest to any other person and includes a service provider in the ordinary course of business;
- 5.25 “Service provider” means a member, supplier or its agent;
- 5.26 “Supplier” means any person who markets any goods or services (as defined in the CPA) in the ordinary course of business;
- 5.27 “Shared vacation ownership interest” means any interest in a shared vacation ownership scheme;
- 5.29 “Shared vacation ownership scheme” means:
- 5.29.1 any scheme, arrangement or undertaking in terms of which an interest in the use or occupation of any immovable property may be alienated, by means of contract; and
  - 5.29.2 any other pooling scheme, club, association or scheme where the right to use or occupy immovable property may be granted to a consumer and where such rights or membership may be alienated;
- 5.30 Unless the context clearly indicates otherwise:
- 5.30.1 all words and expressions not expressly defined in the Code or as referenced in the Code will have such meanings as may be given to them in the Acts;
  - 5.30.2 a singular noun will be deemed to include the plural and vice versa;
  - 5.30.3 a masculine gender will be deemed to include the other genders and vice versa;
  - 5.30.4 the provisions of any law will be deemed to include any amendment or substitution thereof that may be effected from time to time;
- 5.31 Any notice to be delivered in terms of the Code will:
- 5.31.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
  - 5.31.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 14th (fourteenth) day following the date of such posting;
  - 5.31.3 and where sent by electronic communication, be deemed to have been delivered and received on the following business day;
- 5.32 All section headings and arrangements contained in the Code are intended for reference purposes only and will not affect or be taken into account in the interpretation of any of the paragraphs or sections to which they relate.

**CHAPTER 2**  
**STANDARDS OF PRACTICE**

**6. GENERAL PROVISIONS**

- 6.1 Representatives of the Industry serving as Members of the VOASA Board shall fully disclose all potential conflicts of interest and shall execute their function objectively, honestly and with integrity in a manner consistent with their fiduciary duties and the Association's commitment to build a sustainable industry independent of the organization they represent.

**7. SALES, MARKETING AND PROMOTIONAL ACTIVITIES**

*Compliance with this section must be made a condition of employment / agency for all agents.*

**7.1 SOLICITATION**

**7.1.1 Developer Members / Broker Members and their agents must not:**

- 7.1.1.1 imply or suggest that the product marketed does not relate to timeshare or the vacation ownership industry;
- 7.1.1.2 misrepresent the relationship with a specific provider of leisure accommodation, Exchange Company, facility or brand and should accurately represent the relationship that exists by agreement or otherwise;
- 7.1.1.3 refer to consumers as "winners" or state that consumers have "won" a prize or award or use terms such as "free" unless these statements are true in a material respect;
- 7.1.1.4 contact consumers for marketing purposes during any hours prohibited by regulation unless that consumer has expressly or implicitly agreed thereto in advance;
- 7.1.1.5 contact consumers for marketing purposes if they have registered a pre-emptive block.

**7.1.2 Members must:**

- 7.1.2.1 honour any request made by a consumer that the member desist from direct marketing to that consumer and must operate and maintain an internal database with the particulars of consumers who must be excluded from direct marketing.

**7.2 MARKETING, SALES AND REALES**

- 7.2.1 Members conducting, authorizing or engaging in any form of direct marketing must comply with the provisions of the Consumer Protection Act and the Protection of Personal Information Act or the Electronic Communications and Transactions Act as far as it relate to their operations.

**7.2.2 Members must:**

- 7.2.2.1 ensure that marketing material and presentations are accurate, clear, conspicuous and easily understandable with regards to all material information by amongst other things:
  - 7.2.2.1.1 using plain language;
- 7.2.2.2 avoid misleading statements regarding possible yield on rentals, exchange opportunities or anticipated resale or rental value and must base any assertion on verifiable information;
- 7.2.2.3 have an inventory of the stock in the pooling scheme's portfolio available at point of sale and make it available to the consumer for inspection on request;
- 7.2.2.4 ensure that verbal representations are consistent with information contained in the sales documentation and documentation relative to the scheme;
- 7.2.2.5 ensure that advertising conducted on behalf of any Vacation Ownership operation or scheme complies with the requirements set out in appendix F of the Advertising Standards Authority of South Africa's code of conduct<sup>2</sup>, section 6 and regulation 3 of the PTCA and the relevant provisions of the CPA;
- 7.2.2.6 ensure that any advertisement relating to sale of a product on credit in addition to the above comply with section 76 of the NCA;
- 7.2.2.7 implement procedures in compliance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);

**7.2.3 Members or their agents must not:**

- 7.2.3.1 directly or indirectly express or imply a false, misleading or deceptive representation concerning any material fact, use exaggeration, innuendo or ambiguity as to a material fact or omit to disclose a material fact if that failure amounts to deception or fail to correct an apparent misapprehension on the part of the consumer;

- 7.2.3.2 market a timesharing interest as a financial investment;
- 7.2.3.3 make representations that the current terms of an offer will not be available at a future time unless those presentations are true;
- 7.2.3.4 advertise a product as being available at a specified price in a manner that may result in consumer being misled in respect of availability at the advertised price;
- 7.2.3.5 promote, offer, supply, agree to supply or induce a consumer to accept any goods or services on the representation that the consumer will receive a rebate, commission or benefit if the consumer gives a list of names of other consumers, or otherwise assist the supplier to supply goods or services to other consumers and that rebate or commission is contingent on a positive outcome for the referral.

### 7.3 PROMOTIONAL COMPETITIONS

- 7.3.1 When engaging in a promotional competition, or through the agency of a promoter, members must ensure that:
  - 7.3.1.1 the provisions of Section 36 of the Consumer Protection Act and regulation 11 of the Consumer Protection Act are implemented; and
  - 7.3.1.2 they compile a report on the awards made in terms of the promotional offer and a report by the professional supervisor to certify that all the validation procedures have been complied with as required. This report must be made available to the Association on request.

## 8. PRE-CONTRACTUAL DISCLOSURE

- 8.1 Prior to the conclusion of any agreement relating to the sale or lease of a shared vacation ownership interest, the consumer must be provided with such information which an ordinary consumer would reasonably require for the purpose of making an informed decision on the material aspects of any contemplated transaction relating to a shared vacation ownership interest, including as a minimum requirement:
  - 8.1.1 the registered names of the contracting parties, inclusive of the Managing Agent and their registration- and contact details;
  - 8.1.2 the term of the agreement;
  - 8.1.3 a description of and the price of the vacation ownership product;
  - 8.1.4 Where the agreement relates to a week, whether it is a fixed module or a flexi module, a midweek, weekend or full week, the season and an explanation of the resort calendar; where the agreement relates to Points, where the consumer can find the Points table;
  - 8.1.5 the current year's levy / management fees / maintenance fees;
  - 8.1.6 a schedule indicating stock per province, as compiled annually at the end of the fiscal year preceding the sale; provided that this provision will not be applicable when a fixed week is alienated;
  - 8.1.7 a statement indicating that the Consumer can rescind without reason by delivering a written notice to the supplier in compliance with clause 9.3 hereof.
  - 8.1.8 a copy of the participant's process and policies regarding reservations and cancellation of reservations and the agreement, or a link to where to find them.
- 8.2 Members selling on credit must disclose the cost of credit in terms of section 92 of the NCA, but must further also prominently disclose any fees incidental to the product on the same page and in such a manner that the consumer can easily comprehend his monthly and / or annual financial obligations in terms of the product;
- 8.3 Members alienating other than a credit sale must prominently disclose the price and / or any fees incidental to the product on a quotation similar to the form prescribed in terms of section 92 referred to in 8.1 above in a manner that the consumer can easily comprehend his monthly and / or annual financial obligations in terms of the product.
- 8.4 A Member:
  - 8.4.1 may not discourage a prospective purchaser from seeking professional advice prior to entering into the agreement;
  - 8.4.2 must, where the time-sharing interest being disposed of relates to any accommodation, resort or property that is incomplete, provide a prospective purchaser with accurate information regarding the estimated dates of completion of the relevant accommodation, resort or property and all of its intended facilities.

## **9. CONTRACTUAL FORMALITIES AND ADMINISTRATION**

- 9.1 Agreements must be in plain language and in compliance with the provision regarding formalities and format as provided for in the PTCA, SBCA, ALA and/or STA depending on the type of interest alienated.
- 9.2 Credit Agreements must comply with sections 92 and 93 of the NCA and records must reflect compliance with regulation 23A of the NCA and be available on request.
- 9.3 Members commit to, as a minimum, provide for a cooling off period of 10 (ten) business days and shall include a provision to this effect in their commercial agreements.
- 9.4 All pooling scheme agreements entered after the commencement of this code, being the date of adoption of the special resolution at the Special General Meeting of Members, shall include a provision regarding the right to termination. This provision 9.4 shall not be applicable to the alienation of shares in a share block.
- 9.5 The name and contact details of the Managing Agent must be prominently displayed in the contract.
- 9.6 Consumers should be provided a copy of the contract and documentation signed at the end of the sales presentation or if not possible, before close of business on the first business day following the sales presentation. Consumers should be afforded the opportunity to sign an acknowledgement that he has received a copy of the said documentation.

## **10. EXCHANGE AND RENTAL PROGRAMS**

- 10.1 Exchange and rental programs offered as an additional benefit to the consumer must be represented accurately, clearly and conspicuously and must, where the time-sharing interest entitles the owner to participate or apply to participate in any exchange program, provide the consumer with documentation pertaining to the program including:
  - 10.1.1 the name and address of the exchange company;
  - 10.1.2 a statement that the consumer's contract with the exchange company or organisation is a contract separate and distinct from the consumer's contract with the seller of the shared vacation ownership interest;
  - 10.1.3 a statement as to whether the consumer's participation in the program is voluntary; and
  - 10.1.4 information on the procedure to apply for and to affect exchanges, or other benefits that may pertain thereto;
  - 10.1.5 a statement of the fees associated with an exchange, if applicable.
- 10.2 Members must not represent to the consumer that the likelihood of a specific exchange opportunity is greater than is probable in respect of the consumer's interest.
- 10.3 Any representations regarding the potential resale or rental value must be made truthfully and a statement regarding fees associated with a rental must be disclosed.

## **11. CANCELLATION WITHIN THE COOLING OFF PERIOD**

- 11.1 Members undertake to cancel any agreement where a consumer gives written notice of his intention to rescind the agreement within 10 (ten) business days from conclusion of the agreement.
- 11.2 Members undertake to notify the consumer via telephone call or electronic message on date of conclusion of the agreement.
- 11.3 Members shall not propose, accept or enforce any waiver of the right to rescind or cool off within a 10 (ten) business day period of conclusion of the agreement of alienation.
- 11.4 Upon cancellation of an agreement in terms of cooling-off the member shall:
  - 11.4.1 return any payment received from the consumer within 15 (fifteen) days after delivery of the notice;
  - 11.4.2 the consumer must return any material and / or goods received, inclusive of any marketing material to the Member;
  - 11.4.3 the consumer must return any share certificate, title deed or similar document received to execute transfer to the seller;
  - 11.4.4 no attempt must be made to collect any payment in terms of a rescinded transaction except as permitted in terms of section 20(6) of the CPA and the cost relating to the transfer and any rectification thereof if the vacation ownership product has been transferred.



## **12. INVENTORY CONTROL**

- 12.1 Members shall not sell more use rights in a Vacation Ownership scheme than available for use in the scheme taking into consideration its member base.
- 12.2 In order to guard against overselling, Members shall procure an audit certificate outlining the timesharing interests or “stock” in a particular scheme reflected in comparison against the number of points rights sold to members.
- 12.3 Audit certificates shall comply with the requirements set out in GG16704 of 6 October 1995 and **Annexure’s “B” and “C”** hereto.

## **13. RESERVATIONS**

- 13.1 A consumer has the right to cancel an advanced reservation. A member may impose a reasonable cancellation charge.
- 13.2 A charge is unreasonable if it exceeds a fair amount in the circumstances, having regard to-
  - 13.2.1 the length of notice of cancellation provided by the consumer;
  - 13.2.2 the reasonable potential to find an alternative consumer between the time of receiving the cancellation notice and the time of the cancelled reservation; and
  - 13.2.3 the general practice of other members in the vacation ownership industry.
- 13.3 In the event that a consumer’s first choice of accommodation is not available, the Member must endeavour to offer a reasonable alternative taking into consideration the dates, sleeper size and season the consumer originally requested and keep record of alternatives offered; this will only apply to pooling schemes.
- 13.4 Pooling Schemes must reasonably endeavour to supplement stock in an attempt to provide for the accommodation needs of consumers.

## **14. CANCELLATION OF AGREEMENTS / MEMBERSHIP**

- 14.1 A Consumer may cancel a purchase- or lease agreement in respect of shared vacation ownership by delivering to the managing agent a written notice indicating that he intends resigning from his membership. The provisions in respect of cancellations are not applicable to interests held in terms of a Share Block Company, Sectional Title Schemes or Residents Associations.
- 14.2 The right to cancel in 14.1 above specifically authorizes a consumer who purchased an interest in shared vacation ownership on credit to unilaterally cancel their credit agreement with the understanding that the supplier may impose a reasonable cancellation amount to mitigate reasonable commercial loss.
- 14.3 When processing the cancellation, a Member can impose a reasonable cancellation charge to mitigate the negative financial impact of the termination on the pooling scheme stakeholders. The charge must be justifiably equitable in the circumstances and the supplier may be requested to disclose its reasons.
- 14.4 The following circumstances are regarded as special circumstances and Members must implement a separate cancellation policy and special measures to alleviate hardship, provided that documentation supporting the circumstances are provided. Cancellation may be within or without conditions, the fairness will be dependent on the circumstances:
  - 14.4.1 a consumer whose only income is in terms of a government grant;
  - 14.4.2 a consumer who is found to be over indebted in terms of credit regulation;
  - 14.4.3 a consumer whose estate is placed under administration, sequestration or liquidation;
  - 14.4.4 a consumer or whose spouse contracted a dreaded disease or disability that affects their ability to travel and / or enjoy holidays;
  - 14.4.5 where a consumer is deceased and the beneficiary of the estate does not wish to take transfer of the Time-Sharing interest;
  - 14.4.6 where the Consumer applying for cancellation is 70 years or older.

## **15. GENERAL COMPLIANCE AND DISCLOSURES**

- 15.1 Developers selling on credit must be registered Credit Providers and must disclose a copy of their registration on written request of the Association.
- 15.2 A member engaged in the activity of a Property Practitioner as defined in the Property Practitioners Act must register with the Property Practitioners Regulatory Council and comply with the qualification, training, disclosure and reporting provisions. Property Practitioner Members must disclose a copy of their Agency Fidelity Fund Certificate if requested by the Association in writing.

- 15.3 Members operating in the Vacation Ownership pooling scheme space and who are providing goods or services to consumers in the ordinary course of business and for consideration must register with the Consumer Goods and Services Ombud and must disclose proof of registration on written request of the Association.
- 15.4 Share Block Schemes and Sectional Schemes must be registered with the Community Schemes Ombud Service and must comply with the requirements of the Act, its regulations and practice directives. Proof of registration and Fidelity Insurance must be made available on written request of the Association.
- 15.5 Stock audit certificates shall comply with clause 8 above and must be retained for 5 years from year of audit and be made available to the Association on written request.
- 15.6 Transfer secretaries must not transfer any share in a share block company without having a transfer duty receipt or confirmation that VAT is going to be dealt with, as the case may be, on file.
- 15.7 Every member shall provide for an internal complaints handling process to deal with members complaints and shall provide The Association with the name of the responsible individual overseeing complaints handling and the contact details where complaints must be forwarded to and update the association of any changes.

### **CHAPTER 3**

#### **THE REFERRAL OF A COMPLAINT TO VOASA BY A CONSUMER**

##### **16. INTERNAL DISPUTE RESOLUTION**

- 16.1 VOASA must facilitate a complaints handling process between consumers and time-sharing suppliers. The complaint form must be available on the VOASA website in the form annexed hereto as **Annexure "D"**.
- 16.2 There must be clear instructions to the consumer:
  - 16.2.1 on how to lodge a complaint;
  - 16.2.2 on the process and timelines;
  - 16.2.3 on how to deal with the complaint if not resolved.
- 16.3 Members must ensure that internal processes are implemented to effectively deal with complaints and that the relevant staff and agents are adequately trained in respect of business processes, the code and relevant legislation.
- 16.4 Members must endeavour to resolve complaints in in an efficient, practical manner.
- 16.5 VOASA must keep a summary of complaints to highlight recurring complaints in the industry for review by the Board of Directors of VOASA and appropriate measures where required.

### **CHAPTER 4**

#### **CONFIDENTIALITY**

##### **17. CONFIDENTIALITY**

- 17.1 Subject to any other law, personal information shall be kept confidential by VOASA and be protected, except to the extent that it is necessary to disclose it in the furtherance of resolving the dispute or unless disclosure is required by law, or consent for disclosure is obtained from the party concerned.

**ANNEXURE A**

**SAMPLE OF VOASA MEMBER CERTIFICATE**

PLEASE NOTE THAT THESE ANNEXURES ARE SUBJECT TO CHANGE AND AMENDMENT BY THE ASSOCIATION FROM TIME TO TIME



# CERTIFICATE OF MEMBERSHIP

This is to certify that

\_\_\_\_\_

is an accredited member of the  
Vacation Ownership Association of South Africa and  
subscribes to the industry Code of Conduct

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

This membership certificate is valid in the year in which it is issued.

## **ANNEXURE B**

### **CONVENTIONAL TIMESHARE, FRACTIONAL OWNERSHIP, ETC SCHEMES**

#### **VOASA AUDIT CERTIFICATE**

1. A Developer of a Conventional Shared Vacation Ownership Scheme shall be obliged, upon request from the Association, to furnish the Association with a certificate from an Auditor, in such form as the Association may from time to time require, inter alia verifying:
  - 1.1 All monies arising from the alienation of shared vacation ownership in that the shared vacation ownership resort have been dealt with in terms of all applicable statutory provisions and any agreement between the Developer, the Scheme, the Seller, the Bondholder, and / or the Purchaser.
  - 1.2 In the event that the shared vacation ownership resort is based on the Share Blocks Control Act No 59 of 1980, the certificate shall in particular verify that the Developer has complied with sections 14 and 15 of that Act.
  - 1.3 In respect of other shared vacation ownership resorts, that any bond or loans over the shared vacation ownership resort have been dealt with in terms of Sections 14 and 15, as if they are loan obligations as referred to in the said sections and are being repaid as stipulated by the sections.
  - 1.4 The levies due and payable by the Developer have been paid in full as at the date of certificate.
  - 1.5 The Auditors Certificate shall be furnished within six months of the shared vacation ownership interest first being offered for alienation in the shared vacation ownership resort and shall thereafter be furnished annually if requested by the Association.
  - 1.6 In the event that the bond over the property or Developers loans have been fully discharged, and the Developer holds less than 7.5% (seven and a half percent) of the shared vacation ownership interests in the shared vacation ownership resort, the Developer shall after the Auditors have filed a report to this effect, no longer be obliged to furnish such an Auditors Certificate, whilst these reported conditions remain, but instead provide notice in writing on a company letterhead, of the Developers less than 7.5% (seven and a half percent) holding interest in the shared vacation ownership resort.
  - 1.7 The name of the registered Owner or Lessor of the property on which the shared vacation ownership scheme is operated.
  - 1.8 An Auditor shall mean an Auditor as defined in the regulations to the Sectional Titles Act No.95 of 1986.

## ANNEXURE C

### CLUB / POOLING SCHEME'S VOASA AUDIT CERTIFICATE

1. Members operating a time-sharing/pooling scheme (hereinafter referred to as a "Club") where the occupation rights of members are identified by "Points", or a similar trading currency, value or system (hereinafter referred to as "Points"), the auditors of such scheme shall, upon request from the Association, compile an annual audit certificate inter alia verifying:
  - 1.1 The timeshare modules held by the club are sufficient to satisfy the number of Points held by Clubs participating members in that:
    - 1.1.1 The average Points, required by the Club's members to occupy (based on the Clubs valuation/grading system) peak, mid and low season weeks held by the Club are verified;
    - 1.1.2 The number of weeks and the number of members which fall into these categories are compared.
  - 1.2 A list of the current weeks/timeshare modules owned and or held by the Club in each Resort.
  - 1.3 The levies due and payable to the applicable Resorts have been paid, or if not yet due, that a provision has been made for the payment thereof.
  - 1.4 The systems employed by the Club are capable of performing, monitoring and executing the functions, control and provisions needed to manage the Club as outlined in the Club's scheme documentation.

### AUDIT CERTIFICATE FOR CLUB / POOLING SCHEMES

NAME OF CLUB: \_\_\_\_\_

CERTIFICATE

DECLARATION FOR THE SIX-MONTH PERIOD ENDING:

30 June \_\_\_\_\_ (year)

31 December \_\_\_\_\_ (year)

I the undersigned \_\_\_\_\_ being duly authorised thereto certify that:

1. The average Points, required by the Club's members to occupy (based on the Clubs valuation/grading system), peak, mid and low season weeks held by the Club is as follows:

1.1. Average Points required for average Peak-season week: \_\_\_\_\_

1.2. Average Points required for average Mid-season week: \_\_\_\_\_

1.3. Average Points required for average Low-season week: \_\_\_\_\_

2. The number of weeks and number of members which fall into the categories defined in clause 1 above are as follows:

Week Type	Total number of weeks held as at (date)	Number of points allocated as at (date)	Number of points held by active members as at (date)	Variance as at (date)
Peak week				
Mid-week				
Low week				
Total				

3. The weeks / timeshare modules by Resort owned and held by the Club as below:

Resort listing	Weeks held	Points allocated
Total:	Total:	Total:

4. The levies due and payable to the Resorts listed in Point 3 have been paid, and for those levies not yet due, that adequate provision has been made for the payment thereof.

5. The systems employed by the Club are capable of performing, monitoring and executing the functions, control and provisions needed to manage the Club as outlined in the Club's scheme documentation.

I/ We have completed an independent review of the business processes and activities with regards to stock, members, levy control accounts and the systems utilised as required by VOASA.

I / We declare that the content of this Management Declaration / Audit Certificate is a true reflection of my / our findings in respect of (club's name) stock holding, members profile, levy and internal systems.

\_\_\_\_\_  
Signature: (Auditor/Director/Trustee)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

## ANNEXURE D: VOASA COMPLAINT FORM

Please note that by completing and submitting the Complaint Form below, you agree to the terms and conditions of the Independent Timeshare Complaint Service (the ITCS), which is an independent service reserved for consumer complaints relating to members of VOASA.

### **TERMS AND CONDITIONS FOR USING THE INDEPENDENT TIMESHARE COMPLAINTS SERVICE**

1. I confirm that I have approached the VOASA member with the complaint but have not been able to resolve the matter.
2. I agree to provide my full co-operation to the ITCS in order to resolve the matter.
3. I confirm that the matter is not being dealt with by another dispute-settlement body or Ombud Scheme and that while the ITCS is handling the complaint I will not enter into discussions with another dispute-settlement body or Ombud Scheme.
4. I confirm that the complaint is not subject to any legal action. Please note that the ITCS does not deal through lawyers or legal representatives.
5. I agree that while the ITCS is facilitating the matter:
  - 5.1. I will not be represented by a legal representative.
  - 5.2. I will not publish any details of my complaint in any form of media.
6. I agree to the following facilitation process:
  - 6.1. The complainant must complete and submit the complaint form via the website.
  - 6.2. The complainant will receive a reply from the ITCS with the reference number allocated to the complaint.
  - 6.3. The complaint will be forwarded to the concerned VOASA member for a reply.
  - 6.4. The VOASA member will have 15 (fifteen) business days to resolve the matter.
  - 6.5. The ITCS will confirm with the complainant and the VOASA member that the complaint has been resolved.
  - 6.6. The ITCS closes the complainant file.
8. If no resolution is reached, the complainant has the right to refer the complaint to the Consumer Goods and Services Ombud (CGSO) or applicable dispute-settlement body/regulator.

### ITCS ONLINE COMPLAINT FORM

Full name	
Phone number	
Email address	
What is the name of the VOASA member against whom the complaint is lodged?	
What is the nature of the complaint? Please provide a short description.	
Date	
I have read and acknowledged the terms and conditions	YES / NO